

LAW OFFICES
GEBHARDT & SMITH
NINTH FLOOR
THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

WRITER'S DIRECT DIAL
NUMBER: (301)385-5060

(301) 752-5830
TELECOPIER (301) 659-9482

15366-B
RECORDATION NO. _____ FILED 1429

January 29, 1988

FEB 1 1988 -1 22 PM

INTERSTATE COMMERCE COMMISSION

Date 2-1-88
Fee \$ 13.00

LOC Washington, D. C.

Interstate Commerce Commission
12th Street & Constitution
Avenue, N.W.
Washington, D.C. 20423
Atten: Mildred Lee, Room 2303

Dear Ms. Lee:

I have enclosed an original and one (1) copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The document is an Amendment to Purchase Agreement Dated As Of August 1, 1987, dated as of January 12, 1988, among Equitable Bank, National Association, United States Rail Services, Inc., Evans Railcar Leasing Company and Evans Transportation Company. This is a secondary document which relates to a Purchase Agreement Dated as of August 1, 1987 among Equitable Bank, National Association, United States Rail Services, Inc., Evans Railcar Leasing Company and Evans Transportation Company (Recordation Number 15366, recorded on November 4, 1987).

The names and addresses of the parties to the document are as follows:

SELLER:

Evans Railcar Leasing Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

PURCHASER:

United States Rail Services, Inc.
615 Battery Street
San Francisco, California 94111

Counterpart - Tracey S. Gyle

GEBHARDT & SMITH

Interstate Commerce Commission
January 29, 1988
Page 2

OTHER PARTIES:

Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201

Evans Transportation Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

The description of the equipment covered by the document is attached hereto as Exhibit "A."

I am enclosing herein a check in the amount of Ten Dollars (\$10.00) for the filing fees relating to the document.

A short summary of each of the document to appear in the index is as follows:

The document is an amendment to the Purchase Agreement Dated as of August 1, 1987 which, among other things, deletes fifty (50) cars from the total of 306 cars which previously were to be sold by Evans Railcar Leasing Company to United States Rail Services, Inc.

I would appreciate your returning the original document to me upon completion of the registration.

Thank you for your assistance in this matter.

Sincerely,



Louis J. Ebert

LJE/rp
Enclosures
6253413.1tr

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Louis J. Ebert
Gebhardt & Smith
9th Floor
World Trade Center
Baltimore, MD 21202

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/1/88 at 1:30PM, and assigned recordation number(s). *15366-B*

Sincerely yours,

Nanta R. McGee
Secretary

Enclosure(s)

EXHIBIT A
EVANS RAILCAR LEASING COMPANY
TAX BENEFIT TRANSFER CARS BY TBT GROUP AS OF OCTOBER 31, 1987 47
DETAIL REPORT BY CARID
CH(R6499TBT) 15:22 MONDAY, NOVEMBER 9, 1987

VINTAGE ACCOUNT=43

GLGT, INC

82-012

CAR ID. NUMBER	LOT NUMBER	REPORT MARK	CAR NUMBER	CAR BUILT DATE	# OF CARS
40700	2001-04	OKKT	700030	79/10	1
40701	2001-04	OKKT	700032	79/10	1
40702	2001-04	OKKT	700031	79/10	1
40703	2001-04	OKKT	700029	79/10	1
40704	2001-04	OKKT	700028	79/10	1
40705	2001-04	OKKT	700027	79/10	1
40706	2001-04	OKKT	700038	79/10	1
40707	2001-04	OKKT	700039	79/10	1
40708	2001-04	OKKT	700026	82/01	1
40709	2001-04	OKKT	700040	79/10	1
40710	2001-04	OKKT	700033	79/10	1
40711	2001-04	OKKT	700034	79/10	1
40712	2001-04	OKKT	700036	79/10	1
40713	2001-04	OKKT	700041	79/10	1
40714	2001-04	OKKT	700037	79/10	1
40715	2001-04	OKKT	700035	79/10	1
40716	2001-04	OKKT	700023	82/01	1
40717	2001-04	OKKT	700024	82/01	1
40718	2001-04	OKKT	700020	82/01	1
40719	2001-04	OKKT	700025	82/01	1
40720	2001-04	OKKT	700021	82/01	1
40721	2001-04	OKKT	700017	82/01	1
40722	2001-04	OKKT	700022	82/01	1
40723	2001-04	OKKT	700019	82/01	1
40724	2001-04	OKKT	700018	82/01	1
40725	2001-04	OKKT	700016	82/01	1
40726	2001-04	OKKT	700014	82/01	1
40727	2001-04	OKKT	700012	82/01	1
40728	2001-04	OKKT	700013	82/01	1
40729	2001-04	OKKT	700015	82/01	1
40730	2001-04	OKKT	700045	79/10	1
40731	2001-04	OKKT	700043	79/10	1
40732	2001-04	OKKT	700042	79/10	1
40733	2001-04	OKKT	700047	79/10	1
40734	2001-04	OKKT	700049	79/10	1
40735	2001-04	OKKT	700048	79/10	1
40736	2001-04	OKKT	700046	79/10	1
40737	2001-04	OKKT	700044	79/10	1
40738	2001-04	OKKT	700010	82/01	1
40739	2001-04	OKKT	700003	82/01	1
40740	2001-04	OKKT	700001	82/01	1
40741	2001-04	OKKT	700000	82/01	1
40742	2001-04	OKKT	700004	82/01	1
40743	2001-04	OKKT	700006	82/01	1
40744	2001-04	OKKT	700008	82/01	1
40745	2001-04	OKKT	700007	82/01	1
40746	2001-04	OKKT	700009	82/01	1
40747	2001-04	OKKT	700002	82/01	1
40748	2001-04	OKKT	700005	82/01	1
40749	2001-04	OKKT	700011	82/01	1

Lessee

Oklahoma, Kansas and
Texas Railroad

SELL TO

50

AMENDMENT TO PURCHASE AGREEMENT
DATED AS OF AUGUST 1, 1987

FEB 1 1988 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT ("Agreement") is made as of the 12th day of January 1988 to a Purchase Agreement dated as of August 1, 1987 among Equitable Bank, National Association ("Equitable"), United States Rail Services, Inc. ("U.S. Rail"), Evans Railcar Leasing Company ("Evans") and Evans Transportation Company ("ETC").

RECITALS

WHEREAS, the parties entered into a Purchase Agreement ("Purchase Agreement") dated as of August 1, 1987; and

WHEREAS, the parties wish to amend the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. U.S. Rail's rights to purchase the 50 GLGT Cars have been terminated pursuant to Article 17 of the Purchase Agreement, and U.S. Rail shall provide a release in the form attached hereto as Exhibit "A" to Equitable, Evans and ETC indicating such. Evans and Equitable propose that the GLGT Cars be sold to ITEL Rail Corporation or its designee ("ITEL") pursuant to an agreement substantially in accordance with the terms of the agreement attached hereto as Exhibit "B."

2. On or before February 22, 1988, Evans shall have 140 Cars available for inspection pursuant to Article 4 of the Purchase Agreement (after satisfying Article 17 of the Purchase Agreement). The 140 Cars may not include the 26 Cars previously

made available for inspection on or before December 18, 1987. The parties hereby agree that this requirement has been satisfied.

3. On or before March 23, 1988, Evans shall Deliver 150 Cars, not including the 11 Cars which were Delivered on or before December 18, 1987.

4. On or before April 22, 1988, Evans shall Deliver all Cars.

5. With respect to the requirements of paragraphs two (2) and three (3) above respectively, Evans may include in the number of Cars identified for inspection and Delivered, all of the GLGT Cars delivered to Itel or another purchaser purchasing such cars on substantially the same terms and conditions as set forth in Exhibit "B" hereto.

6. With respect to paragraphs three (3) and four (4) above, Evans may include in the number of Cars Delivered all Cars which Evans, in good faith, claims have been presented for Delivery to U.S. Rail in accordance with the warranties contained in Section 3.01 of the Purchase Agreement but improperly rejected by U.S. Rail, which claim shall be supported by a certification from Evans, executed on its behalf by its president or any vice president attesting to such, and shall indicate that Evans is requesting arbitration.

7. Evans' failure to comply with any of the provisions of this Agreement, including, but not limited to paragraphs two (2), three (3) or four (4) above shall be an Event of Default under

the Purchase Agreement.

8. Evans agrees to spend whatever sums of money are necessary to comply with the Purchase Agreement and the terms contained herein.

9. Evans represents that it will have its own employees available for six (6) months to assist it in carrying out its obligations under the Purchase Agreement, as amended hereby.

10. Subject to the provisions of paragraph six (6) above, if Evans defaults under the Purchase Agreement, as amended hereby, and either Equitable or U.S. Rail, exercises its right to terminate the Purchase Agreement, Equitable shall, in good faith, make efforts to locate, make available for inspection and sell the remaining undelivered Cars to U.S. Rail on or before April 22, 1988 on terms consistent with the Purchase Agreement, through the exercise by Equitable of its remedies as a secured creditor, judgment creditor or otherwise. The Cars shall be purchased by U.S. Rail in "as is" "where is" condition and without the warranties specified in Section 3.01 of the Purchase Agreement. The parties shall negotiate in good faith to resolve any issues that may arise in connection with the above. Subject to the provisions of paragraph six (6) above, the provisions of Paragraph twelve (12) below shall control the disposition of any Cars after April 22, 1988.

11. In the event of a default by Evans under paragraphs three (3), eight (8), nine (9) or twenty-one (21) above, Equitable shall not exercise any of its remedies under the

Purchase Agreement until on or after April 23, 1988, provided that, within five (5) business days after it has knowledge of such default, U.S. Rail delivers to Equitable a certificate signed by its president, stating that he (or she) has discussed the cause of the default with Evans and believes, in good faith, that Evans made reasonable efforts to comply with the requirements contained in such paragraph of the Purchase Agreement and is continuing to make reasonable efforts to comply with the requirement contained in paragraph four (4) of the Purchase Agreement.

12. Except as provided as follows in this paragraph, U.S. Rail shall have no rights to purchase Cars under the Purchase Agreement which are not Delivered by April 22, 1988. U. S. Rail shall have the right to purchase Cars which are being repaired by Evans pursuant to Article 4 of the Purchase Agreement or which have been made subject to arbitration pursuant to the Purchase Agreement on or before April 22, 1988. Also, U.S. Rail shall have the right of first refusal for three (3) business days, to match in writing any offer received by Equitable for the Cars after April 22, 1988. The three (3) business days shall commence on the first business day following U.S. Rail's receipt of the written offer made to Equitable and shall terminate at 7:00 P.M. Eastern Standard Time on the third business day following such receipt. Wherever the phrase "match the offer" or any similar phrase is used herein, such phrase shall mean that the offer made by U.S. Rail shall be compared to the existing third party offer

with respect to all material terms of the offer, including, but not limited to, the amount of the purchase price, whether any financing is required, when the purchase price is paid and to what extent any warranties, covenants or representations on behalf of Sellers and/or Equitable are required.

13. Equitable hereby withdraws both of its "notice to cure default" letters dated December 3, 1987 and December 9, 1987.

14. With regard to the requirements of clause (i) of the first paragraph of Article 17 of the Purchase Agreement, the parties agree to accept a certificate from Sellers to the effect that there exists no defaults under the TBT Agreement except a default under a net worth covenant of either of the Sellers, which certificate shall be sufficient to satisfy the requirements of clause (i)(a) of the first paragraph of Article 17.

15. The parties agree to waive a First Interim Closing on the first business day of December and acknowledge that the First Interim Closing occurred on January 5, 1988.

16. The Final Closing shall be on May 2, 1988.

17. The Purchase Price shall be reduced by Three Hundred Twenty Five Thousand Dollars (\$325,000.00).

18. The 50 GLGT Cars shall be deleted from the definition of Cars in the Purchase Agreement.

19. To the extent that there is any inconsistency between the timing requirements contained in Article 4 of the Purchase Agreement and paragraphs two (2) and three (3) above, the latter

requirements shall control. U.S. Rail agrees that it shall in good faith cooperate with Evans to accomplish the requirements of paragraphs two (2) and three (3) above.

20. The parties agree that the documents received from Amoco Tax Leasing XV, Carson Pirie Scott & Company and Northwest Industries Leasing Company, attached hereto as Exhibits "C," "D" and "E" respectively (the "TBT Consents") satisfy the requirements of clause (ii) of the first paragraph of Article 17 of the Purchase Agreement and that Sellers have satisfied their obligations set forth in the second paragraph of said Article 17.

21. Sellers shall notify Equitable and U.S. Rail, in accordance with Article 22 of the Purchase Agreement, of any judgments against either of them in an amount in excess of One Million Dollars (\$1,000,000.00) within five (5) days of the entry of such a judgment.

22. To the extent that there are inconsistencies between the provisions of Article 12 of the Purchase Agreement and the provisions of the TBT Consents, the latter provisions shall control.

23. To the extent that the provisions of this Agreement are inconsistent with the Purchase Agreement, the provisions of this Agreement shall control.

24. This Agreement shall be deemed a modification to the Purchase Agreement pursuant to Section 22.08 of the Purchase Agreement, and shall supercede all prior oral and written agreements and understandings among the parties relating to the

matters covered hereby, including but not limited to an agreement between Equitable and U.S. Rail telecopied to Equitable on December 21, 1987.

25. The terms used in this Agreement which are defined in the Purchase Agreement shall have the same definitions when used herein, unless otherwise defined herein or unless another meaning is clearly required by the context in which it is used herein.

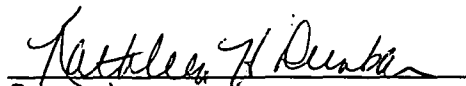
26. All of the provisions contained in Article 22 of the Purchase Agreement are hereby incorporated by reference herein.

27. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement under seal as of the date first written above.

ATTEST:

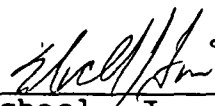
UNITED STATES RAIL SERVICES, INC.


Secretary

By: 
David Summers, President



Ass't. Secretary

EQUITABLE BANK, NATIONAL
ASSOCIATION

By: 
Michael J. Fina, Assistant
Vice President



Ass't. Secretary

EVANS RAILCAR LEASING COMPANY

By: 
Richard E. Dessimoz, Vice
President

EVANS TRANSPORTATION COMPANY


Ass't. Secretary

By: 
Richard E. Dessimoz, Vice
President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) TO WIT:
COUNTY OF SAN FRANCISCO)

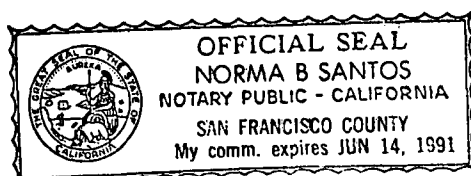
I HEREBY CERTIFY that on this 15th day of January, 1988, before me, the undersigned Notary Public of the State of California personally appeared David ~~Sommers~~^{Sommers}, and acknowledged himself to be the President of United States Rail Services, Inc., a Corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of United States Rail Services, Inc. by himself as President.

IN WITNESS MY Hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires:



STATE OF MARYLAND)
County of Queen Anne's TO WIT:
~~CITY OF BALTIMORE~~)

I HEREBY CERTIFY that on this 28th day of January, 1988, before me, the undersigned Notary Public of the State of Maryland personally appeared Michael J. Fina, who acknowledged himself to be an Assistant Vice President of Equitable Bank, National Association, a national banking association, and acknowledged that he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Equitable Bank, National Association by himself as Assistant Vice President.

IN WITNESS MY Hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires:

7-1-90

STATE OF ILLINOIS)
) TO WIT:
COUNTY OF COOK)

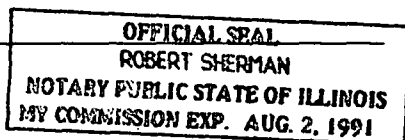
I HEREBY CERTIFY that on this 14 day of January, 1988, before me, the undersigned Notary Public of the State of Illinois personally appeared Richard E. Dessimoz, and acknowledged himself to be a Vice President of Evans Railcar Leasing Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Evans Railcar Leasing Company by himself as Vice President.

IN WITNESS MY Hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires:



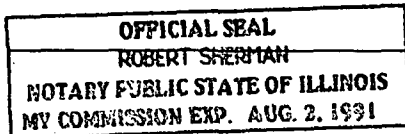
STATE OF ILLINOIS)
) TO WIT:
COUNTY OF COOK)

I HEREBY CERTIFY that on this 14 day of January, 1988, before me, the undersigned Notary Public of the State of Illinois personally appeared Richard E. Dessimoz, and acknowledged himself to be a Vice President of Evans Transportation Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Evans Transportation Company by himself as Vice President.

IN WITNESS MY Hand and Notarial Seal.

Robert Sherman
NOTARY PUBLIC

My Commission Expires:



62533.1tr

EXHIBIT ~~---A~~

WRITER'S DIRECT DIAL
NUMBER: (301)385-5060

January 12, 1988

Equitable Bank, National
Association
100 S. Charles Street
Baltimore, Maryland 21201

Evans Railcar Leasing Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

Evans Transportation Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

Re: Purchase Agreement dated as
of August 1, 1987 among
United States Rail Services,
Inc., Equitable Bank,
National Association, Evans
Railcar Leasing Company and
Evans Transportation Company

Gentlemen:

This is to confirm in writing that United States Rail Services, Inc. hereby releases and waives forever any and all of its rights under the above-referenced agreement to purchase or acquire any of the fifty (50) GLGT TBT railcars, as further described on Exhibit "A" attached hereto.

This writing may be relied upon by ITEL Rail Corporation, its assignees or designees or any other party wishing to purchase the railcars described on Exhibit "A" attached hereto.

Sincerely,

David A. Summers
President

DAS/rp
Attachment

62534.ltr

EXHIBIT B

ITEL

IteI Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

January 11, 1988

Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201

Attention: Michael J. Fina

Evans Transportation Company
450 East Devon Avenue
Itasca, Illinois 60243

Attention: Richard E. Dessimoz

Gentlemen:

The purpose of this letter is to set forth the terms and conditions of an offer from IteI Rail Corporation, a Delaware corporation ("IteI"), for IteI to purchase (the "Purchase") from Evans Transportation Company and Evans Railcar Leasing Company, Illinois corporations (collectively, the "Company") the 50 railcars described on Exhibit A attached hereto (the "Railcars"). The Railcars will be sold on an "as is", "where is" basis and the Company will make no warranties, express or implied of merchantability, fitness or otherwise with respect to the Railcars other than those representations and warranties set forth hereinbelow and contained in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 18, 1987, between IteI Corporation and the Company (none of which will survive the closing of the Purchase). Upon the assent hereto by the Company and Equitable Bank, N.A., the Company shall be deemed to have made the representations and warranties contained in Sections 3.02, 3.07 (except that the Sale Assets are subject to liens and claims in favor of Equitable Bank, N.A., which liens and claims will be released as set forth hereinbelow), 3.08 (except that the Lease (as defined hereinbelow) is the only agreement to which the Railcars are subject) and 3.11 of the Purchase Agreement, solely as such representations and warranties relate to the Sale Assets (as hereinafter defined), and IteI will be deemed to have made the representations and warranties contained in Sections 4.02, 4.06, 4.08 and 4.09 of the Purchase Agreement, solely as such representations and warranties relate to the Sale Assets. In addition, the Company will assign to IteI all of the Company's right, title and interest under and tax benefit transfer lease pertaining to the Railcars and described on Exhibit B hereto (the "Lease") subject to all of the terms, covenants, conditions and provisions thereof as of the date of

Equitable Bank, National Association
Evans Transportation Company
January 11, 1988
Page Two

the closing of the Purchase (the Railcars and lease are collectively referred to herein as the "Sale Assets"). The Company will also transfer to Itel all books, records, and other documents which relate to the Sale Assets.

In consideration of the sale, transfer and delivery of the Railcars and the assignment of the Lease: (a) Itel will deliver to the Company at the closing (i) \$325,000, as the purchase price for the Sale Assets, (based upon there being 50 Railcars available at the time of closing, and representing a price of \$6,500 per car), by wire transfer in immediately available funds to Equitable Bank, N.A., Baltimore, Maryland, attention Michael J. Fina, and (ii) duly executed assignment and assumption agreements whereby Itel will assume the Lease as the Lease relates to the Railcars and all obligations thereunder arising on and after the closing of the Purchase and will indemnify the Company from all claims related to the Railcars arising from and after the closing of the Purchase; and (b) the Company will deliver to Itel at the closing (i) a duly executed bill of sale, and (ii) a duly executed assignment and assumption agreement whereby the Company will assign to Itel its rights and obligations under the Lease as the Lease relates to the Railcars. The Company will also assign to Itel any rights and benefits it may have, from and after the closing, under the Lease dated as of November 1, 1982, as amended, between Evans Railcar Leasing Company and Oklahoma, Kansas and Texas Railroad Company, as such lease relates to the Railcars, which lease has expired before the date hereof.

As soon as it is able to do so, the Company shall make available to Itel, its counsel and other representatives all information relating to the Sale Assets which Itel shall reasonably request and shall otherwise allow Itel, its counsel and other representatives full access to the Sale Assets in a manner which will not unreasonably interfere with the Sale Assets and the operation of the businesses conducted in connection therewith.

The proposal described herein is subject to (a) receipt of all consents and approvals from governmental authorities and others (including with respect to the assignment of the tax benefit transfer leases) required in connection with the transactions described herein; (b) evidence of the release by Equitable Bank, N.A., of all liens and claims against the Company relating to the Sale Assets and any proceeds thereof in exchange for receipt from the Company of \$325,000; (c) evidence of the release by United States Rail Services, Inc. of all claims with respect to the Sale Assets; (d) no proceeding by any governmental body or person having been instituted or threatened which questions the validity or legality of the Purchase; and (e) no effective order or

Equitable Bank, National Association
Evans Transportation Company
January 11, 1988
Page Three

injunction having been issued by a court of competent jurisdiction to prevent consummation of the Purchase.

Other Terms and Conditions

1. Itel agrees to provide to GLGT, Inc. substantially the same written offer for acquiring GLGT, Inc.'s consent to the transfer of the Sale Assets to Itel as it provided to GLGT, Inc. in connection with the Asset Purchase Agreement. Itel agrees to fully cooperate with the Company in good faith in seeking the forementioned consent.

2. Equitable shall provide the Company with a partial satisfaction of its judgment against the Company in the amount of Six Hundred Eight Thousand Four Hundred Dollars (\$608,400.00), (\$12,168.00 per Railcar) upon the closing of the purchase, and for purposes of Article 7 of the Purchase Agreement between the Company, Equitable and U.S. Rail Services dated as of August 1, 1987, the delivery and sale of the Railcars to Itel shall be deemed a delivery of the Railcars to U.S. Rail such that the Company still has the opportunity to obtain from Equitable a full satisfaction of the judgment against it.

3. The closing of the sale of the Railcars shall occur no later than January 18, 1988, provided, however, that if the closing has not occurred before such time because of the failure to obtain the consent from GLGT, Inc. referenced above, the closing shall occur within five days after receipt of such consent, and provided, further, that if such consent has not been obtained by March 1, 1988, neither party shall have any obligation to consummate the closing. The Company, by its assent hereto, agrees to use its best efforts (at no cost to the Company) to obtain such consent by January 16, 1988.

4. The bill of sale and the assumption agreement shall be in substantially the same forms as those delivered pursuant to the Purchase Agreement.

The proposal described above of the purchase of all the Railcars may be withdrawn by Itel at any time on or after 5:00 p.m., Chicago time, on or after Wednesday, January 13, 1988 either orally or in writing if such proposal has not yet been accepted in writing by the Company, and by Equitable.

Itel may assign its rights and obligations hereunder to a subsidiary or affiliate of Itel or a partnership, the partners of which shall be Itel, or affiliates, subsidiaries or associates of Itel.

Whether or not the Purchase shall be consummated, each of the parties will pay all fees and expenses it incurs in connection with the Purchase. Itel agrees that it will pay all sales,

Equitable Bank, National Association
Evans Transportation Company
January 11, 1988
Page Four

transfer or other fees or taxes which may be payable in connection with the sale and transfer of the Railcars or the assignment of the Lease.

The parties hereby incorporate by reference as though fully set forth herein the last sentence of section 8.01 and sub-sections 11.02 (c) (except that the words "as provided in Section 11.01 hereof" shall be deleted), (d) and (e) of the Purchase Agreement (except that the references to "Itel and Acquiror" shall be deemed to refer to "Itel" as defined herein).

Except as specifically set forth and referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the Company, Itel and Equitable Bank, N.A. and their successors or assigns, any rights or remedies under or by reason of this proposal.

Upon assent hereto by the Company and Equitable Bank, N.A., this letter shall supercede the letter dated December 22, 1987 from Itel Rail Corporation to the Company and Equitable Bank, N.A.

Sincerely,

ITEL RAIL CORPORATION

By: [Signature]
Title: [Signature]

ACCEPTED:

EQUITABLE BANK, N.A.

By: _____
Title: _____

ACCEPTED:

EVANS TRANSPORTATION

By: _____
Title: _____

EVANS RAILCAR LEASING COMPANY
TAX BENEFIT TRANSFER CARS BY TBT GROUP AS OF OCTOBER 31, 1987
DETAIL REPORT BY CARID
CH(R6499TBT)

47
15:22 MONDAY, NOVEMBER 9, 1987

VINTAGE ACCOUNT=43

GLGT, INC

82-012

CAR ID. NUMBER	LOT NUMBER	REPORT MARK	CAR NUMBER	CAR BUILT DATE	# OF CARS
40700	2001-04	OKKT	700030	79/10	1
40701	2001-04	OKKT	700032	79/10	1
40702	2001-04	OKKT	700031	79/10	1
40703	2001-04	OKKT	700029	79/10	1
40704	2001-04	OKKT	700028	79/10	1
40705	2001-04	OKKT	700027	79/10	1
40706	2001-04	OKKT	700038	79/10	1
40707	2001-04	OKKT	700039	79/10	1
40708	2001-04	OKKT	700026	82/01	1
40709	2001-04	OKKT	700040	79/10	1
40710	2001-04	OKKT	700033	79/10	1
40711	2001-04	OKKT	700034	79/10	1
40712	2001-04	OKKT	700036	79/10	1
40713	2001-04	OKKT	700041	79/10	1
40714	2001-04	OKKT	700037	79/10	1
40715	2001-04	OKKT	700035	79/10	1
40716	2001-04	OKKT	700023	82/01	1
40717	2001-04	OKKT	700024	82/01	1
40718	2001-04	OKKT	700020	82/01	1
40719	2001-04	OKKT	700025	82/01	1
40720	2001-04	OKKT	700021	82/01	1
40721	2001-04	OKKT	700017	82/01	1
40722	2001-04	OKKT	700022	82/01	1
40723	2001-04	OKKT	700019	82/01	1
40724	2001-04	OKKT	700018	82/01	1
40725	2001-04	OKKT	700016	82/01	1
40726	2001-04	OKKT	700014	82/01	1
40727	2001-04	OKKT	700012	82/01	1
40728	2001-04	OKKT	700013	82/01	1
40729	2001-04	OKKT	700015	82/01	1
40730	2001-04	OKKT	700045	79/10	1
40731	2001-04	OKKT	700043	79/10	1
40732	2001-04	OKKT	700042	79/10	1
40733	2001-04	OKKT	700047	79/10	1
40734	2001-04	OKKT	700049	79/10	1
40735	2001-04	OKKT	700048	79/10	1
40736	2001-04	OKKT	700046	79/10	1
40737	2001-04	OKKT	700044	79/10	1
40738	2001-04	OKKT	700010	82/01	1
40739	2001-04	OKKT	700003	82/01	1
40740	2001-04	OKKT	700001	82/01	1
40741	2001-04	OKKT	700000	82/01	1
40742	2001-04	OKKT	700004	82/01	1
40743	2001-04	OKKT	700006	82/01	1
40744	2001-04	OKKT	700008	82/01	1
40745	2001-04	OKKT	700007	82/01	1
40746	2001-04	OKKT	700009	82/01	1
40747	2001-04	OKKT	700002	82/01	1
40748	2001-04	OKKT	700005	82/01	1
40749	2001-04	OKKT	700011	82/01	1

Lessee

Oklahoma, Kansas and
Texas Railroad

SELL TO

50

EXHIBIT B

TBT Lease:

Safe Harbor Lease Agreement dated as of March 26, 1982 between GLGT, Inc. and Evans Railcar Leasing Company, as it relates to the Railcars.

EXHIBIT **C**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into by and between EVANS RAILCAR LEASING COMPANY, an Illinois corporation ("EVANS"), with its principal place of business at 450 East Devon Avenue, Itasca, Illinois 60143, UNITED STATES RAIL SERVICES, INC., a California corporation ("Assignee"), with its principal place of business at 615 Battery Street, San Francisco, California, 94111 and AMOCO TAX LEASING XV CORPORATION, a Delaware corporation ("Lessor"), with its principal place of business at 200 East Randolph Drive, Chicago, Illinois 60601.

W I T N E S S E T H:

WHEREAS, EVANS has heretofore entered into that certain Agreement, dated as of November 12, 1981 (the "Lease"), with Lessor, pursuant to which, for income tax purposes only, EVANS sold to Lessor and Lessor leased to EVANS the railroad cars described in Exhibit A attached hereto (the "Cars");

WHEREAS, EVANS has agreed to sell to Assignee and Assignee has agreed to purchase from EVANS certain of the Cars pursuant to that certain Purchase Agreement dated as of August 1, 1987 (the "Purchase Agreement") among EVANS, Evans Transportation Company, Assignee and Equitable Bank, National Association;

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to purchase the Cars from time to time delivered in accordance with the provisions of Section 5 of the Purchase Agreement (the Cars, so delivered, being herein called "Delivered Cars") subject to the Lease and to assume EVANS's obligations under the Lease with respect to the Delivered Cars; and

WHEREAS, EVANS and Assignee have requested that Lessor agree to the sale of the Delivered Cars by EVANS to Assignee and Lessor agrees to such sale as set forth below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows.

1. Sale and Assignment. EVANS hereby sells, assigns and transfers to Assignee all of EVANS's right, title and interest in and to the Delivered Cars, subject to the right, title and interest of Lessor in and to the Delivered Cars under the Lease. Further, EVANS hereby assigns to Assignee the rights and obligations of EVANS under the Lease with respect to the Delivered Cars. The sale of the Delivered Cars is conditioned upon the express assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars

including, without limitation, the obligation to reflect all amounts deemed to be payments of "rent" by Assignee and receipts of "interest" by Assignee pursuant to Section 2 of the Lease as payments of "rent" by Assignee and receipts of "interest" by Assignee, respectively, in the Federal income tax returns of Assignee. The assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars shall be effective, as to each of the Delivered Cars, on the date such car is delivered to Assignee pursuant to Section 5 of the Purchase Agreement and shall apply only to such obligations which arise after such delivery and not to any obligations of EVANS which arise prior to or are related to such delivery or to any representation or warranty of EVANS. Notwithstanding such sale and assumption, EVANS shall continue to be responsible for all of its obligations under the Lease with respect to the Delivered Cars, except to the extent EVANS may be expressly released from such obligations by Lessor.

2. Acceptance of Sale and Assignment. Assignee hereby accepts the foregoing sale and assignment by EVANS to Assignee of EVANS's right, title and interest in and to the Delivered Cars, subject to the right, title and interest of Lessor in and to the Delivered Cars under the Lease. Further, Assignee hereby accepts the foregoing assignment by EVANS to Assignee of EVANS's rights and obligations under the Lease with respect to the Delivered Cars. Assignee hereby assumes the obligations of the "User" under the Lease with respect to the Delivered Cars, including, without limitation, the obligation to reflect all amounts deemed to be payments of "rent" by Assignee and receipts of "interest" by Assignee pursuant to Section 2 of the Lease as payments of "rent" by Assignee and receipts of "interest" by Assignee, respectively, in the Federal income tax returns of Assignee. The assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars shall be effective, as to each of the Delivered Cars, on the date such car is delivered to Assignee pursuant to Section 5 of the Purchase Agreement and shall apply only to such obligations which arise after such delivery and not to any obligations of EVANS which arise prior to or are related to such delivery or to any representation or warranty of EVANS. Assignee acknowledges and agrees that, notwithstanding such sale and assumption, EVANS shall continue to be responsible for all of its obligations under the Lease with respect to the Delivered Cars, except to the extent that EVANS may be expressly released from such obligations by Lessor.

3. Evidence of Delivery. EVANS shall deliver to Lessor an Equipment Acceptance Receipt in the form and text attached hereto as Exhibit B (the "Receipt") for Delivered Cars. The date of such Receipt shall be conclusively deemed to be the effective date of the sale and assignment by EVANS of its right, title and interest in and to the Delivered Cars described

in such Receipt and the effective date of the assumption by Assignee of the Lease as the same relates and pertains to such Delivered Cars as herein provided.

4. Assignee's Covenants. In consideration of Lessor's agreement hereunder, Assignee agrees to comply with all applicable Internal Revenue Service regulations (the "Regulations"), as they may be amended from time to time, including, but not limited to, Temporary Regulation 5c.168(f)(8)-2(a)(5), necessary to preserve the tax benefits for Lessor, as such is within the control of Assignee with regard to its ownership of the Delivered Cars. Assignee shall file all documents required by the Regulations and shall comply with all reasonable requests from Lessor or EVANS which Lessor or EVANS reasonably determines to be necessary in order to preserve the tax benefits for Lessor including, but not limited to, the requirement that Assignee file a statement with its timely filed Federal income tax return for any taxable year encompassing the transfer of Delivered Cars, which statement shall contain the following:

(i) the names, addresses and taxpayer identification numbers of Assignee and Lessor;

(ii) the district offices with which the Federal income tax returns of Assignee and Lessor are filed;

(iii) a description of the Delivered Cars with respect to which the Lease is assigned to Assignee; and

(iv) confirmation of Assignee's written consent to take title to the Delivered Cars subject to the Lease.

Assignee will furnish to Lessor on a timely basis, as prescribed in Temporary Regulation 5c.168(f)(8)-2(a)(5), the statement required to be furnished thereunder to indicate Assignee's consent to take the Delivered Cars subject to the Lease.

Assignee agrees, for the benefit of Lessor, that if the above sale and assignment by EVANS to Assignee is a disqualifying event under Temporary Regulation 5c.168(f)(8)-8(b)(3), and such disqualifying event results in a Loss (as defined in Section 10(c) of the Lease) Assignee shall indemnify Lessor with respect to such Loss pursuant to the provisions of Section 10(c) of the Lease; provided, however, that in no event shall the amount payable by Assignee to Lessor with respect to such indemnity exceed the lesser of the Loss Value with respect to the Delivered Cars or the actual damages suffered by Lessor as a result of such Loss. By its execution where provided below, United States Leasing International, Inc., the parent of Assignee, agrees to make the indemnity payment specified in the foregoing sentence directly to Lessor upon demand by Lessor following Assignee's failure to make such payment.

In further consideration of Lessor's agreement to EVANS's assignment of its rights under the Lease, Assignee (i) certifies that it intends that more than 50% of the use of the Delivered Cars is to be in its business, and (ii) acknowledges that it has been advised that it will not be treated as the owner of the Delivered Cars for Federal income tax purposes.

5. Lessor's Agreement. Lessor hereby agrees to the foregoing assignment and assumption upon the terms and conditions set forth herein.

This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of this 21 day of December, 1987.

EVANS RAILCAR LEASING COMPANY

By: [Signature]
Title: Vice President

UNITED STATES RAIL SERVICES, INC.

By: _____
Title: _____

AMOCO TAX LEASING XV CORPORATION

By: _____
Title: _____

UNITED STATES LEASING
INTERNATIONAL, INC.

By: _____
Title: _____

In further consideration of Lessor's agreement to EVANS's assignment of its rights under the Lease, Assignee (i) certifies that it intends that more than 50% of the use of the Delivered Cars is to be in its business, and (ii) acknowledges that it has been advised that it will not be treated as the owner of the Delivered Cars for Federal income tax purposes.

5. Lessor's Agreement. Lessor hereby agrees to the foregoing assignment and assumption upon the terms and conditions set forth herein.

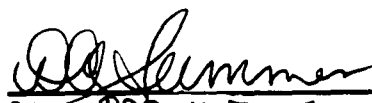
This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of this 21 day of December, 1987.


EVANS RAILCAR LEASING COMPANY

By: _____
Title: Vice President

UNITED STATES RAIL SERVICES, INC.

By: 
Title: PRESIDENT

AMOCO TAX LEASING XV CORPORATION

By: 
Title: Vice President

UNITED STATES LEASING
INTERNATIONAL, INC.

By: 
Title: President & Chief Executive Officer

EXHIBIT A

EVANS RAILCAR LEASING COMPANY 9:44 REGDAY. JANUARY 6. 1987
 TAX BENEFIT TRANSFER CARBON FINANCIAL AGREEMENT AS OF DECEMBER 31. 1984
 RETAIL CAR NUMBER REPORT
 CC(P64961BU)S64961BU)

FINANCE AGREEMENT - ISSUE AX

REPORT DATE	CAR NUMBER	CAR JP. NUMBER	CAR TYPE CODE	CAR AIR CODE	LESSEE NAME	ST AT US	TBT LESSOR
REG	244850	40118	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	AMOCO
REG	244851	40479	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244852	40480	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244853	40481	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244854	40482	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244855	40119	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244856	40120	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244857	40483	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244858	40121	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244859	40122	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244860	40484	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244861	40123	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244862	40485	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244863	40124	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244864	40125	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244865	40126	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244866	40127	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244867	40486	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244868	40128	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244869	40129	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244870	40130	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244871	40131	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244872	40132	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244873	40133	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244874	40134	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244875	40135	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244876	40136	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244877	40137	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244878	40138	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244879	40139	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244880	40140	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244881	40141	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244882	40142	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244883	40143	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244884	40144	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244885	40487	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244886	40145	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244887	40488	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244888	40489	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244889	40146	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
REG	244890	40147	GNOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	

LT	REPORT MARK	CAR NUMBER	CAR ID. NUMBER	CAR TYPE CODE	CAR AIR CODE	LESSEE NAME	ST AT US	TBT LESSOR
1979-01	ICG	244891	40149	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244892	40150	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244893	40151	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244894	40152	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244895	40149	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244896	40153	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244897	40150	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244898	40151	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244899	40152	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244900	40154	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244901	40155	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244902	40156	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244903	40157	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244904	40158	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244905	40159	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244906	40160	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244907	40153	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244908	40154	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244909	40155	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244910	40156	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244911	40157	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244912	40158	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244913	40159	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244914	40160	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244915	40161	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244916	40162	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244917	40500	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244918	40501	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244919	40502	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244920	40503	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244921	40504	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244922	40505	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244923	40506	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244924	40507	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244925	40508	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244926	40509	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244927	40510	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244928	40511	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244929	40512	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244930	40513	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244931	40514	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244932	40515	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244933	40516	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244934	40517	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244935	40518	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244936	40519	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244937	40520	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244938	40521	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244939	40522	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE
1979-01	ICG	244940	40523	GM00L4S	6513	ALBROS CENTRAL	GULF RR	ACTIVE

AMOCO

EVANS RAILCAR LEASING COMPANY 9:44 TUESDAY, JANUARY 4, 1987
WX BENEFIT TRANSFER CARS BY FINANCE AGREEMENT AS OF DECEMBER 31, 1986
DETAIL CAR NUMBER REPORT
CC(PL496TBU)S6496TBU)

FINANCE AGREEMENT-TITLE RR

LET NUMBER	REPORT NRK	CAR NUMBER	CAR ID. NUMBER	CAR TYPE CODE	CAR AAR CODE	LESSEE NAME	ST AT US	TBT LESSI
1919-01	ICE	244940	40524	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	AMOCO
1919-01	ICE	244941	40525	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244942	40526	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244943	40527	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244944	40528	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244945	40529	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244946	40530	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244947	40531	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244948	40532	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1919-01	ICE	244949	40533	GONDOLAS	6513	ILLINOIS CENTRAL GULF RR	ACTIVE	
1989-02	URL	21834	39530	TANKS	T105	CAR 15 IN LEASE POOL	LEASE POOL	
2110-02	URL	21841	39537	TANKS	T105	CAF CORPORATION	ACTIVE	
2110-02	URL	21843	39539	TANKS	T105	RICELAND FOODS, INC.	ACTIVE	
2110-07	URL	21845	39541	TANKS	T105	CINA-BEIGY CORPORATION	ACTIVE	
1942-00	URL	21945	39923	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21946	39924	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21947	39925	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21948	39926	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21949	39927	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21950	39928	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21951	39929	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21952	39930	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21953	39931	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21954	39932	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21955	39933	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21956	39934	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21957	39935	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21958	39936	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21959	39937	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21960	39938	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21961	39939	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21962	39940	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21963	39941	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21964	39942	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21965	39943	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21966	39944	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21967	39945	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21968	39946	TANKS	T105	ARMY & NAAS CO	ACTIVE	
1942-00	URL	21969	39947	TANKS	T105	ARMY & NAAS CO	ACTIVE	

EXHIBIT B

EQUIPMENT ACCEPTANCE RECEIPT

UNITED STATES RAIL SERVICES, INC. (the "BUYER") does hereby accept DELIVERY of those CARS listed on Schedule "A" attached hereto from EVANS RAILCAR LEASING COMPANY (the "SELLER") pursuant to the Purchase Agreement ("PURCHASE AGREEMENT") dated as of August 1, 1987, between the SELLER, BUYER, Equitable Bank, National Association (the "BANK") and Evans Transportation Company, such DELIVERY having been made at _____ at _____ (A.M./P.M.) on the ____ day of _____, 198__.

BUYER has inspected and hereby accepts the CARS.

By executing this EQUIPMENT ACCEPTANCE RECEIPT, BUYER hereby authorizes the BANK to make an ADVANCE, as defined in the NOTE, to BUYER under the NOTE and BUYER'S SECURITY AGREEMENT in an amount equal to the "Total Price" listed in Schedule "A" attached hereto.

BUYER represents and warrants that it currently is not in default of the PURCHASE AGREEMENT and knows of no condition or event which, with the passage of time, notice, or both, will result in a violation of any covenant, representation or warranty contained in the PURCHASE AGREEMENT or BUYER'S SECURITY AGREEMENT or otherwise render the BUYER in default of the PURCHASE AGREEMENT.

BUYER hereby confirms its previous grant to the BANK of a security interest in the CARS listed in Schedule "A" attached

hereto as security for its OBLIGATIONS to the BANK under the
PURCHASE AGREEMENT, the NOTE and the BUYER'S SECURITY AGREEMENT.

UNITED STATES RAIL SERVICES, INC.

By: _____

Receipt of this EQUIPMENT ACCEPTANCE RECEIPT is hereby
acknowledged on this ____ day of _____ 198__.

EVANS RAILCAR LEASING COMPANY

By: _____

SCHEDULE "A" TO
EQUIPMENT ACCEPTANCE RECEIPT

Number of
CARS

Type of
CAR

CAR
Number(s)

CAR PURCHASE
PRICE

TOTAL PRICE

EXHIBIT -- D

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into by and between EVANS RAILCAR LEASING COMPANY, an Illinois corporation ("EVANS"), with its principal place of business at 450 East Devon Avenue, Itasca, Illinois 60143, UNITED STATES RAIL SERVICES, INC., a California corporation ("Assignee"), with its principal place of business at 615 Battery Street, San Francisco, California, 94111 and CARSON PIRIE SCOTT & COMPANY, a Delaware corporation ("Lessor"), with its principal place of business at One South State Street, Chicago, Illinois 60603.

W I T N E S S E T H:

WHEREAS, EVANS has heretofore entered into that certain Agreement, dated as of January 29, 1982 (the "Lease"), with Lessor, pursuant to which, for income tax purposes only, EVANS sold to Lessor and Lessor leased to EVANS the railroad cars described in Exhibit A attached hereto (the "Cars");

WHEREAS, EVANS has agreed to sell to Assignee and Assignee has agreed to purchase from EVANS certain of the Cars pursuant to that certain Purchase Agreement dated as of August 1, 1987 (the "Purchase Agreement") among EVANS, Evans Transportation Company, Assignee and Equitable Bank, National Association;

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to purchase the Cars from time to time delivered in accordance with the provisions of Section 5 of the Purchase Agreement (the Cars, so delivered, being herein called "Delivered Cars") subject to the Lease and to assume EVANS's obligations under the Lease with respect to the Delivered Cars; and

WHEREAS, EVANS and Assignee have requested that Lessor agree to the sale of the Delivered Cars by EVANS to Assignee and Lessor agrees to such sale as set forth below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows.

1. Sale and Assignment. EVANS hereby sells, assigns and transfers to Assignee all of EVANS's right, title and interest in and to the Delivered Cars, subject to the right, title and interest of Lessor in and to the Delivered Cars under the Lease. Further, EVANS hereby assigns to Assignee the rights and obligations of EVANS under the Lease with respect to the Delivered Cars. The sale of the Delivered Cars is conditioned upon the express assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars including, without limitation, the obligation to reflect all amounts deemed to be payments of "rent" by Assignee and receipts

of "interest" by Assignee pursuant to Section 2 of the Lease as payments of "rent" by Assignee and receipts of "interest" by Assignee, respectively, in the Federal income tax returns of Assignee. The assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars shall be effective, as to each of the Delivered Cars, on the date such car is delivered to Assignee pursuant to Section 5 of the Purchase Agreement and shall apply only to such obligations which arise after such delivery and not to any obligations of EVANS which arise prior to or are related to such delivery or to any representation or warranty of EVANS or to any obligation of EVANS under Section 4.3B of the Lease. Notwithstanding such sale and assumption, EVANS shall continue to be responsible for all of its obligations under the Lease with respect to the Delivered Cars, except to the extent EVANS may be expressly released from such obligations by Lessor.

2. Acceptance of Sale and Assignment. Assignee hereby accepts the foregoing sale and assignment by EVANS to Assignee of EVANS's right, title and interest in and to the Delivered Cars, subject to the right, title and interest of Lessor in and to the Delivered Cars under the Lease. Further, Assignee hereby accepts the foregoing assignment by EVANS to Assignee of EVANS's rights and obligations under the Lease with respect to the Delivered Cars. Assignee hereby assumes the obligations of the "User" under the Lease with respect to the Delivered Cars, including, without limitation, the obligation to reflect all amounts deemed to be payments of "rent" by Assignee and receipts of "interest" by Assignee pursuant to Section 2 of the Lease as payments of "rent" by Assignee and receipts of "interest" by Assignee, respectively, in the Federal income tax returns of Assignee. The assumption by Assignee of the obligations of the "User" under the Lease with respect to the Delivered Cars shall be effective, as to each of the Delivered Cars, on the date such car is delivered to Assignee pursuant to Section 5 of the Purchase Agreement and shall apply only to such obligations which arise after such delivery and not to any obligations of EVANS which arise prior to or are related to such delivery or to any representation or warranty of EVANS or to any obligation of EVANS under Section 4.3B of the Lease. Assignee acknowledges and agrees that, notwithstanding such sale and assumption, EVANS shall continue to be responsible for all of its obligations under the Lease with respect to the Delivered Cars, except to the extent that EVANS may be expressly released from such obligations by Lessor.

3. Evidence of Delivery. EVANS shall deliver to Lessor an Equipment Acceptance Receipt in the form and text attached hereto as Exhibit B (the "Receipt") for Delivered Cars. The date of such Receipt shall be conclusively deemed to be the effective date of the sale and assignment by EVANS of its right, title and interest in and to the Delivered Cars described in such Receipt and the effective date of the assumption by Assignee of the Lease as the same relates and pertains to such Delivered Cars as herein provided.

(ii) acknowledges that it has been advised that it will not be treated as the owner of the Delivered Cars for Federal income tax purposes.

5. Lessor's Agreement. Lessor hereby agrees to the foregoing assignment and assumption upon the terms and conditions set forth herein.

This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of this 21 day of December, 1987.

EVANS RAILCAR LEASING COMPANY

By: [Signature]
Title: Vice President

UNITED STATES RAIL SERVICES, INC.

By: _____
Title: _____

CARSON PIRIE SCOTT & COMPANY

By: _____
Title: _____

UNITED STATES LEASING
INTERNATIONAL, INC.

By: _____
Title: _____

(ii) acknowledges that it has been advised that it will not be treated as the owner of the Delivered Cars for Federal income tax purposes.

5. Lessor's Agreement. Lessor hereby agrees to the foregoing assignment and assumption upon the terms and conditions set forth herein.

This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of this 21 day of December, 1987.

EVANS RAILCAR LEASING COMPANY

By: _____
Title: Vice President

UNITED STATES RAIL SERVICES, INC.

By: [Signature]
Title: PRESIDENT

CARSON PIRIE SCOTT & COMPANY

By: [Signature]
Title: Vice President Finance and Treasurer

UNITED STATES LEASING
INTERNATIONAL, INC.

By: [Signature]
Title: President & Chief Executive Officer

EXHIBIT B

EQUIPMENT ACCEPTANCE RECEIPT

UNITED STATES RAIL SERVICES, INC. (the "BUYER") does hereby accept DELIVERY of those CARS listed on Schedule "A" attached hereto from EVANS RAILCAR LEASING COMPANY (the "SELLER") pursuant to the Purchase Agreement ("PURCHASE AGREEMENT") dated as of August 1, 1987, between the SELLER, BUYER, Equitable Bank, National Association (the "BANK") and Evans Transportation Company, such DELIVERY having been made at _____ at _____ (A.M./P.M.) on the ____ day of _____, 198__.

BUYER has inspected and hereby accepts the CARS.

By executing this EQUIPMENT ACCEPTANCE RECEIPT, BUYER hereby authorizes the BANK to make an ADVANCE, as defined in the NOTE, to BUYER under the NOTE and BUYER'S SECURITY AGREEMENT in an amount equal to the "Total Price" listed in Schedule "A" attached hereto.

BUYER represents and warrants that it currently is not in default of the PURCHASE AGREEMENT and knows of no condition or event which, with the passage of time, notice, or both, will result in a violation of any covenant, representation or warranty contained in the PURCHASE AGREEMENT or BUYER'S SECURITY AGREEMENT or otherwise render the BUYER in default of the PURCHASE AGREEMENT.

BUYER hereby confirms its previous grant to the BANK of a security interest in the CARS listed in Schedule "A" attached

hereto as security for its OBLIGATIONS to the BANK under the
PURCHASE AGREEMENT, the NOTE and the BUYER'S SECURITY AGREEMENT.

UNITED STATES RAIL SERVICES, INC.

By: _____

Receipt of this EQUIPMENT ACCEPTANCE RECEIPT is hereby
acknowledged on this ____ day of _____ 198__.

EVANS RAILCAR LEASING COMPANY

By: _____

SCHEDULE "A" TO
EQUIPMENT ACCEPTANCE RECEIPT

Number of
CARS

Type of
CAR

CAR
Number(s)

CAR PURCHASE
PRICE

TOTAL PRICE

EVANS RAILCAR LEASING COMPANY 9:40 THURSDAY, JANUARY 6, 1967
 NET DEBIT TRANSFER CARS BY FINANCE AGREEMENT AS OF DECEMBER 31, 1966
 DETAIL CAR NUMBER REPORT
 CC(P64961M4184494TRU)

FINANCE AGREEMENT-1966 AX

LOT NUMBER	REPORT DATE	CAR NUMBER	CAR ID. NUMBER	CAR TYPE CODE	CAR AIR CODE	LESSEE NAME	BY AT LE
1940-00	FINN	4000	40057	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4010	40149	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4011	40250	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4012	40351	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4013	40352	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4014	40353	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4018	40357	FLATS	F353	FERDINAND RAILROAD	ACTIVE
1940-00	FINN	4019	40358	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4025	40344	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4026	40345	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4027	40346	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4028	40347	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4029	40348	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4030	40349	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4031	40370	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4032	40371	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4033	40372	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4034	40373	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4035	40374	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4036	40375	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4037	40376	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4038	40377	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4039	40378	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4040	40047	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4041	40048	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4042	40049	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4043	40070	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4044	40071	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4045	40072	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4046	40073	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4047	40074	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4048	40075	FLATS	F353	FERDINAND RAILROAD	ACTIVE
2027-12	FINN	4049	40076	FLATS	F353	FERDINAND RAILROAD	ACTIVE

TBT LESSOR

Carson Pirie Scott

EXHIBIT ~~---~~ E

TAX LESSOR'S CONSENT TO TRANSFER OF PROPERTY SUBJECT TO SAFE HARBOR LEASES AND TRANSFEREE'S ASSUMPTION OF TAX LESSEE'S OBLIGATIONS UNDER SAFE HARBOR LEASES

This agreement is made this 21 day of December, 1987, by and between Northwest Industries Leasing Company, a Delaware corporation (the "Tax Lessor"), and United States Rail Services, Inc., a California corporation ("United").

W I T N E S S E T H

WHEREAS, the Tax Lessor is the lessor and Evans Railcar Leasing Company, an Illinois corporation (the "Tax Lessee"), is the lessee under two certain "safe harbor lease" agreements each dated April 22, 1982 (the "Tax Leases");

WHEREAS, United desires to acquire from the Tax Lessee certain items of equipment described in Exhibit A hereto and which are hereafter actually delivered to and accepted by United (the "Property") and which are subject to the Tax Leases described above, and United, the Tax Lessee, Evans Transportation Company and Equitable Bank, National Association have executed a Purchase Agreement, dated as of August 1, 1987 (the "Purchase Agreement"), contemplating and providing for such transfer; and

WHEREAS, the Tax Lessor desires to consent to United's acquisition of the Property subject to the Tax Leases, under the conditions described below, and to consent to United's assumption of the Tax Leases with respect to the Property, and as consideration for such consent United will assume the obligations of the Tax Lessee with respect to the Property under the Tax Leases to the extent provided herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. United's Assumption of Tax Lessee's Obligations. Except as expressly provided herein, United (i) assumes all obligations of the Tax Lessee under the Tax Leases with respect to each item of Property arising after the delivery and acceptance thereof under the Purchase Agreement based upon events occurring after the delivery and acceptance thereof under the Purchase Agreement, but only insofar as such obligations relate to such Property, and (ii) agrees to be bound by the terms of the Tax Leases. United and Tax Lessor agree that Tax Lessee shall report on Tax Lessee's own Federal income tax returns all deemed rent and deemed loan payments under the Tax Leases with respect to each item of Property through and including the payments due through the date of delivery and acceptance thereof under the Purchase Agreement, and United shall report on its Federal income

/3BUS/USLICoTrTx

tax return all deemed rent and deemed loan payments under the Tax Leases which are due after such delivery and acceptance. United will file with its appropriate Federal income tax return the statement required by Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5) which statement shall be in the form attached hereto. United shall not be liable for (i) any condition or use of the Property on or prior to the date of delivery and acceptance thereof under the Purchase Agreement; (ii) the tax identity or status of the Property or any original party to the Tax Lease; (iii) any act, omission, misrepresentation or breach of any provision of the Tax Leases with respect to an item of Property by any person or entity whatsoever on or prior to the date of delivery and acceptance thereof under the Purchase Agreement; or (iv) any facts or provision of the Tax Leases, which in any such case would cause the Tax Leases to fail to be characterized in whole or in part (ab initio or at any later date) as leases for Federal income tax purposes with respect to the Property, unless such failure arises as a sole and direct result of an act or omission of United after the date of delivery and acceptance thereof under the Purchase Agreement. Notwithstanding any provision to the contrary contained in this Agreement or in the Tax Leases, Tax Lessor and United agree that United shall have no liability to Tax Lessor ~~or to Tax Lessee~~ for any payment or indemnity obligations under the Tax Leases or for the loss of or inability to claim any tax benefits under the Tax Leases with respect to an item of Property unless such payment or indemnity obligation or loss of benefits or inability to claim benefits arises as a sole and direct result of an act or omission of United after the date of delivery and acceptance thereof under the Purchase Agreement not permitted (or, in the case of an omission, required) herein or under the terms of the Tax Leases. The discharge by Tax Lessee of any obligation to the Tax Lessor under the Tax Leases shall be deemed a discharge of such obligation by United. United shall provide the Tax Lessor with its written consent, in the form attached hereto, to accept the Property subject to the Tax Leases and assume the obligations of the Tax Lessee thereunder as provided herein, and shall take all steps necessary to preserve the Tax Leases as leases for Federal income tax purposes as provided in Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5) or any other relevant provision of law.

2. Tax Lessor's Consent to United's Acquisition of the Property. In consideration of United's assumption pursuant to the Purchase Agreement and this Agreement of certain of the lessee's obligations under the Tax Leases with respect to the Property, and of United's due and valid execution of its consent to take the Property subject to the Tax Leases and take such further action, all as specified above, the Tax Lessor hereby consents to the transfer of the Property to United subject to the Tax Leases as described above and in the Purchase Agreement, and

the Tax Lessor agrees to take those actions within its power which are necessary to effect such transfer without the Tax Leases ceasing to be treated as leases for Federal income tax purposes, as specified in Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5). The Tax Lessor agrees to simultaneously send to United at its address below, by express courier, next day delivery, true, correct and complete copies of any and all notices respecting the Tax Leases with respect to the Property which may be tendered to the Tax Lessee.

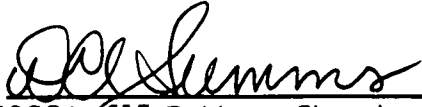
3. Not a Further Consent; Effect of Agreement. The Tax Lessor's consent given herein to the transfer to United of the Property shall not be considered to be and is not a consent to any other transfer of the Property (or any interest therein) or of any other asset subject to the Tax Leases. This Agreement (together with the Tax Leases) governs all rights between the parties hereto with respect to the consents given and the obligations assumed hereunder.

4. Condition to Tax Lessor's Consent. The consent given by the Tax Lessor hereunder is expressly conditioned upon the due and valid execution by the Tax Lessee of a TAX LESSOR'S CONSENT TO TRANSFER AND TAX LESSEE'S REAFFIRMATION OF OBLIGATIONS UNDER SAFE HARBOR LEASES, in the form attached hereto.


This agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Tax Lessor and United have caused this agreement to be executed as of the date first written above.

UNITED STATES RAIL SERVICES, INC.
(United)

By: 
Address: 615 Battery Street, 5th Floor
San Francisco, CA 94111

NORTHWEST INDUSTRIES LEASING COMPANY
(Tax Lessor)

By: 
Address: 6300 Sears Tower
Chicago, IL 60606

/3BUS/USLICoTrTx

EXHIBIT A

EVANS RAILCAR LEASING COMPANY 7:44 TUESDAY, JANUARY 6, 1987
TAX IDENTIFIY TRANSFER CARS BY FINNCE AGREEMENT AS OF DECEMBER 31, 1986
DETAIL CAR NUMBER REPORT
CC(P6496TBU)S6496TBU)

FINNCE AGREEMENT - ISSUE AX

UN NUMBER	REPORT MARK	CAR NUMBER	CAR ID. NUMBER	CAR TYPE ORR	CAR CAR CODE	LESSEE NAME	ST AT US	TBT LESSOR
1975-00	CLG	2800	41349	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	Northwest I
1975-00	CLG	2801	41417	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2802	41418	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2803	41419	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2804	41420	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2805	41421	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2806	41422	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2807	41850	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2808	41851	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2810	41853	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2811	41854	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2812	41855	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2813	41856	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-00	CLG	2814	41857	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2815	41858	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2816	41859	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2817	41860	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2818	41861	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2819	41862	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2820	41863	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2821	41864	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2822	41865	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2823	41866	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
1975-02	CLG	2824	41867	FLATS	F353	COLUMBIA & SILVER CREEK RR	ACTIVE	
2000-17	UGLX	22024	41095	TANKS	T105	CONVENTAL GRAIN COMPANY	ACTIVE	
1975-20	UGLX	22104	41113	TANKS	T105	FNC CORPORATION	ACTIVE	
1980-02	UGLX	22117	41126	TANKS	T105	RICELAND FOODS, INC	ACTIVE	
2000-07	UGLX	22118	41127	TANKS	T105	CIDA-GEIGY CORPORATION	ACTIVE	
1980-02	UGLX	22119	41128	TANKS	T105	RICELAND FOODS, INC	ACTIVE	
1975-20	UGLX	22127	41136	TANKS	T105	FNC CORPORATION	ACTIVE	
2000-10	UGLX	22135	41144	TANKS	T105	CIDA-GEIGY CORPORATION	ACTIVE	
1975-20	UGLX	22136	41145	TANKS	T105	FNC CORPORATION	ACTIVE	
2000-10	UGLX	22138	41147	TANKS	T105	CIDA-GEIGY CORPORATION	ACTIVE	
1980-02	UGLX	22141	41150	TANKS	T105	RICELAND FOODS, INC	ACTIVE	
1980-02	UGLX	22166	41175	TANKS	T105	RICELAND FOODS, INC	ACTIVE	
1980-02	UGLX	22171	41180	TANKS	T105	RICELAND FOODS, INC	ACTIVE	
2000-10	UGLX	22173	41182	TANKS	T105	CIDA-GEIGY CORPORATION	ACTIVE	

EXHIBIT A

EVANS RAILCAR LEASING COMPANY 9:44 TUESDAY, JANUARY 4, 1987
 TBT BENEFIT TRANSFER CARS BY FINANCE AGREEMENT AS OF DECEMBER 31, 1986
 DETAIL CAR NUMBER REPORT
 CC(P6496TBTIS4996TBD)

FINANCE AGREEMENT-ISSUE AK								
LT NUMBER	REPORT MARK	CAR NUMBER	CAR ID. NUMBER	CAR TYPE CODE	CAR AAR CODE	LESSEE NAME	ST AT US	TBT LESSOR
219-10 P-23	UCLX	22196	41205	T0005	T105	CIBA-GEIGY CORPORATION	ACTIVE	Northwest II

**TAX LESSOR'S CONSENT TO TRANSFER
AND TAX LESSEE'S REAFFIRMATION OF
OBLIGATIONS UNDER SAFE HARBOR LEASES**

This TAX LESSOR'S CONSENT TO TRANSFER AND TAX LESSEE'S REAFFIRMATION OF OBLIGATIONS UNDER SAFE HARBOR LEASES is made this 21 day of December, 1987 by and between Northwest Industries Leasing Company, a Delaware corporation (the "Tax Lessor"), Evans Railcar Leasing Company, an Illinois corporation (the "Tax Lessee") and Evans Transportation Company, an Illinois corporation (the "Guarantor").

W I T N E S S E T H

WHEREAS, the Tax Lessor is the lessor and the Tax Lessee is the lessee under two certain "safe harbor lease" agreements, each dated April 22, 1982 (the "Safe Harbor Leases"); Guarantor has guaranteed the performance by the Tax Lessee of its obligations under the Safe Harbor Leases;

WHEREAS, the Tax Lessee desires to transfer to United States Rail Services, Inc., a California corporation ("United"), certain items of equipment (the "Equipment") which are subject to the Safe Harbor Leases, and the Tax Lessee, the Guarantor, Equitable Bank, National Association, a national banking association, and United have executed an Agreement, dated as of August 1, 1987 (the "Purchase Agreement"), contemplating and providing for such transfer;

WHEREAS, the Tax Lessor and United have entered into a Tax Lessor's Consent to Transfer of Property Subject to Safe Harbor Leases and Transferee's Assumption of Tax Lessee's Obligations Under Safe Harbor Leases, as of even date herewith; and

WHEREAS, the Tax Lessor desires to consent to the Tax Lessee's transfer of the Equipment to United, subject to the conditions described herein, and as consideration for such consent the Tax Lessee desires to reaffirm its obligations to the Tax Lessor under the Safe Harbor Leases, all as set forth with particularity hereinafter.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Tax Lessee's Warranty as to No Event of Loss or Similar Occurrence. As a condition to the Tax Lessor's consent hereunder, the Tax Lessee hereby warrants that as of the date hereof no Casualty, Early Termination, or Event of Loss (as such

terms are used in each of the Safe Harbor Leases) has occurred with respect to any of the items of Equipment, and no action has been taken or failed to be taken or threatened to be taken (other than the transfer of the Equipment to United, which, by itself or together with other events, could directly or indirectly result in such an Event of Loss, Casualty, Early Termination, or similar occurrence.

2. Tax Lessee's Reaffirmation of Obligations. As a condition to the Tax Lessor's consent hereunder, the Tax Lessee reaffirms that, as the original lessee under the Safe Harbor leases, it remains primarily obligated and primarily liable for each and every liability, obligation or duty to act under the Safe Harbor Leases, including but not limited to (i) the payment to the Tax Lessor of any sums of money as a result of any Casualty, Early Termination, Event of Loss, or similar occurrence, arising for any reason, including as a result of any act or failure to act by any person, whether by the Tax Lessee, United or any subsequent transferee of the Equipment or any other person, or other occurrence, including the breach of any warranty or covenant included in such Safe Harbor Leases, and (ii) all duties of the lessee under such Safe Harbor Leases to give notices, file reports or act in any other manner. Neither the transfer of the Equipment to United contemplated hereby, nor any subsequent transfer of the Equipment nor any other event shall discharge the Tax Lessee from primary liability for the obligations of the lessee under the Safe Harbor Leases.

3. Tax Lessor's Consent to the Transfer. In consideration of the Tax Lessee's warranty above against any Event of Loss, Casualty, Early Termination, or similar occurrence and the reaffirmation of the Tax Lessee's obligations under the Safe Harbor Leases as stated above, the Tax Lessor hereby consents to the transfer of the Equipment by the Tax Lessee to United as described above, and the Tax Lessor agrees to take those actions within its power which are necessary to effect such transfer without the Safe Harbor Leases ceasing to be treated as leases for Federal income tax purposes, as specified in Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5).

4. Not a Further Consent; Effect of Agreement. The Tax Lessor's consent given herein to the transfer to United of those certain items of Equipment specified in the Purchase Agreement shall not be considered to be and is not a consent to any other transfer of any other assets by the Tax Lessee or of any assets, including such Equipment, by United. This agreement (together with the Safe Harbor Leases) governs all rights between the parties hereto with respect to the consent given and the obligations reaffirmed hereunder.


5. Condition to Tax Lessor's Consent. The consent given by the Tax Lessor hereunder is expressly conditioned upon the due and valid execution by United of a TAX LESSOR'S CONSENT TO TRANSFER OF PROPERTY SUBJECT TO SAFE HARBOR LEASES AND TRANSFEREE'S ASSUMPTION OF TAX LESSEE'S OBLIGATIONS UNDER SAFE HARBOR LEASES, in the form attached hereto, and upon United's execution of all consents and further action necessary to prevent the Safe Harbor Leases from ceasing to be treated as leases for Federal income tax purposes, as described in Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5) or otherwise.

By its execution below, the Guarantor reaffirms its guarantee of the Tax Lessee's obligations, notwithstanding the transfer contemplated herein.

This agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Tax Lessor and the Tax Lessee have caused this TAX LESSOR'S CONSENT TO TRANSFER AND TAX LESSEE'S REAFFIRMATION OF OBLIGATIONS UNDER SAFE HARBOR LEASES to be executed as of the date first written above.

EVANS RAILCAR LEASING COMPANY
(Tax Lessee)

By: 
Via President

EVANS TRANSPORTATION COMPANY
(Guarantor)

By: 
Via President

NORTHWEST INDUSTRIES LEASING COMPANY
(Tax Lessor)

By: _____

5. Condition to Tax Lessor's Consent. The consent given by the Tax Lessor hereunder is expressly conditioned upon the due and valid execution by United of a TAX LESSOR'S CONSENT TO TRANSFER OF PROPERTY SUBJECT TO SAFE HARBOR LEASES AND TRANSFEREE'S ASSUMPTION OF TAX LESSEE'S OBLIGATIONS UNDER SAFE HARBOR LEASES, in the form attached hereto, and upon United's execution of all consents and further action necessary to prevent the Safe Harbor Leases from ceasing to be treated as leases for Federal income tax purposes, as described in Temporary Treasury Regulation § 5c.168(f)(8)-2(a)(5) or otherwise.

By its execution below, the Guarantor reaffirms its guarantee of the Tax Lessee's obligations, notwithstanding the transfer contemplated herein.

This agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Tax Lessor and the Tax Lessee have caused this TAX LESSOR'S CONSENT TO TRANSFER AND TAX LESSEE'S REAFFIRMATION OF OBLIGATIONS UNDER SAFE HARBOR LEASES to be executed as of the date first written above.

EVANS RAILCAR LEASING COMPANY
(Tax Lessee)

By: _____

EVANS TRANSPORTATION COMPANY
(Guarantor)

By: _____

NORTHWEST INDUSTRIES LEASING COMPANY
(Tax Lessor)

By: 